

# 1. Warranty

Mouzen (the "Product") is warranted for a period of:

1. **two (2) years** for Mouzen ergonomic armrest 2019/2020

against:

1. Missing materials from the Products at the time of delivery;
2. Defects in the manufacturing of materials used for the Product at the time of delivery;
3. Failure of the Products to correspond with the description
4. Major defects in the functionality such as:
  - a. Locking mechanism failure
  - b. ErgoFlow mechanism failure

Subject to the following:

1. any replacement parts shall be sent to the address of the original purchaser;
2. replaced parts may be recollected by Mouzen to be disposed;
3. to benefit under this warranty, Mouzen must be notified of any defect within 14 days of the occurrence of such defect via an image or video of the relevant defect sent electronically to [info@mouzen.net](mailto:info@mouzen.net)
4. to the extent permitted under the law in Slovenia, all parts replaced or repaired under this warranty shall be warranted for the remainder of the original Warranty Period.

## 1b. What our warranty does NOT cover

For the avoidance of doubt, this warranty does not cover the following (the "Exclusions"):

1. wear and tear of surfaces
2. abuse, misuse, water, flood, fire, or other acts of nature or external causes;
3. any claims for indirect, consequential or incidental losses.
4. damage to a product that has been modified or altered without the written permission of Mouzen.
5. minor misalignments, variations arising out of hand-made workmanship

## **1c. Limited Warranty**

Mouzen reserves the right to determine whether a benefit under this warranty may be claimed. Any item requiring replacement due to any of the Exclusions will be at the purchaser's expense. Mouzen reserves the right to decide whether a component should be repaired or replaced. Such replacement or repair is offered by Mouzen at its sole discretion, to the extent permitted under applicable SLO consumer law.

Any repair or replacement under this warranty is limited to the defective part or material only. Where Mouzen has determined that a benefit under this warranty may be claimed, the costs incurred in replacing such defective part or material (including in particular, the cost of materials or postage) shall be borne by Mouzen. Components replaced under this warranty may vary in colour and texture to the original.

This warranty is in addition to any rights a consumer may have under the applicable SLO consumer law. Any paragraph of this warranty which is unenforceable or void at law is to be severed and the rest of this warranty will remain in force.

This warranty will end immediately if the Product becomes defective as a consequence of misuse, lack of proper care and maintenance, or commercial-use.

This warranty applies to the original purchaser only who may not assign or transfer any benefit conferred by this warranty and a person who is not the original purchaser shall not have any to enforce or enjoy the benefit of any of these terms and conditions herein. For the purposes of any warranty protection from Mouzen, all subsequent purchasers acquire the Product "as is".

## **1d. Disclaimer of all other warranties and obligations**

This warranty and Mouzen's obligations thereunder is in lieu of all other warranties (except for those provided under applicable SLO consumer law, which cannot be excluded) whether expressed or implied, including without limitation the implied warranties or merchantability and fitness for a particular purpose, as well as all other representations made to the original purchaser.

## 1e. Effective Date

This warranty shall be effective for purchases of the Products as of the date of delivery.

## 2. Refund and Return Policy

Any withdrawal of a contract with us must be initiated within 14 days of the product's delivery by contacting us via the email address provided above. All returns must be returned to the designated address without undue delay (within 14 days) and return shipping and fees shall be at the purchaser's responsibility. We do not accept returns of partially assembled products.

If you cancel this contract, we will reimburse to you all payments received from you, including the costs of delivery (except for the supplementary costs arising if you choose a type of delivery other than the least expensive type of standard delivery offered by us). However, note that the cost of returning the goods to us is borne by you. Your refund will be processed as soon as possible and in any event within 14 days of us receiving the returned goods from you.

If the return policy is not adhered to, or if the product is damaged, we reserve the right to refuse the refund or deduct a charge based on the condition of the goods.

All returns and refunds decisions by Mouzen shall be final.

Contact us on [info@mouzen.net](mailto:info@mouzen.net)

We will respond quickly with instructions for how to return your order.